

DEPARTMENT OF HEALTH & HUMAN SERVICES  
Centers for Medicare & Medicaid Services  
7500 Security Boulevard, Mail Stop O2-O2-38  
Baltimore, Maryland 21244-1850



**Center for Medicaid, CHIP, and Survey & Certification/Survey & Certification Group**

**MAY 25 2011**

Stephanie Brammer-Barnes  
Internal Policy Analyst  
Office of the Inspector General  
Cabinet for Health and Family Services  
275 East Main St., 5 E-B  
Frankfort, KY 40623-0001

Dear Ms. Brammer-Barnes:

We are pleased to inform you of your State's award of a FY2010 - 2012 National Background Check Program (NBCP) grant under section 6201 of the Affordable Care Act. Congratulations on your successful application! Thank you for choosing to participate in this important Federal and State criminal background check program.

We at the Centers for Medicare & Medicaid Services (CMS) look forward to closely working with you as you implement your proposal for a NBCP. We expect that through this program, your work and the work of the other grantees will further enhance the safety and quality of care for our nation's long term care population.

Please review this offer and the accompanying terms and conditions. Please note that both the requirements outlined in the solicitation and the specified terms and conditions apply to this grant. If you accept this award, you may begin immediately to work with CMS to implement your grant.

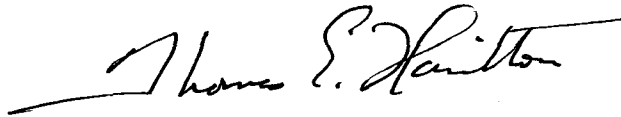
Enclosed are three important documents regarding your award:

1. **Award Profile** – The award profile is a quick reference list for your grant and includes the grant award number, amount of the grant and contact information for the officers within CMS including, the Grants Officer and Project Officer. Official correspondence should be directed to the CMS Grants Officer with a copy to your CMS Project Officer. Any questions and correspondence regarding program or initiatives under your grant should be directed to your CMS Project Officer.
2. **Terms and Conditions** – This is the legal document that cites the statute, regulations and CMS policies governing this grant and sets forth the general requirements, assurances, reporting requirements, and other terms and conditions that apply specifically to the grant.

3. **Financial Assistance Award** – This document is the “official” notification of your award from the CMS Office of Acquisition and Grants Management.

Thank you again for your commitment to ensuring the safety of our long term care population.

Sincerely,

A handwritten signature in black ink, reading "Thomas E. Hamilton". The signature is fluid and cursive, with a long horizontal line extending from the left side of the first letter 'T'.

Thomas E. Hamilton  
Director

Enclosures

cc: CMS Grants Officer  
CMS Project Officer

Department of Health and Human Services  
Centers for Medicare and Medicaid Services  
Notice of Award (NOA)

SAI NUMBER:

PMS DOCUMENT NUMBER:

1A1330834A

<b>1. AWARDING OFFICE:</b> Centers For Medicare & Medicaid Services		<b>2. ASSISTANCE TYPE:</b> Discretionary Grant	<b>3. AWARD NO.:</b> 1A1CMS330834-01-00	<b>4. AMEND. NO.</b> 0
<b>5. TYPE OF AWARD:</b> Other		<b>6. TYPE OF ACTION:</b> New	<b>7. AWARD AUTHORITY:</b> Patient Protection and Affordable Care Act;	
<b>8. BUDGET PERIOD:</b> 05/20/2011 THRU 05/19/2013		<b>9. PROJECT PERIOD:</b> 05/20/2011 THRU 05/19/2013		<b>10. CAT NO.:</b> 93.506
<b>11. RECIPIENT ORGANIZATION:</b> KY Cabinet for Health and Families Cabinet for Health and Family Services 275 E Main St 5 E-B Frankfort, KY 40601-2321 Stephanie Brammer-Barnes			<b>12. PROJECT / PROGRAM TITLE:</b> Kentucky's Implementation of the National Background Check Program for long term care facilities and designated other providers.	
<b>13. COUNTY:</b> Franklin	<b>14. CONGR. DIST:</b> 06	<b>15. PRINCIPAL INVESTIGATOR OR PROGRAM DIRECTOR:</b> Stephanie Sue Brammer-Barnes		
<b>16. APPROVED BUDGET:</b>		<b>17. AWARD COMPUTATION:</b>		
Personnel..... \$ 84,200		A. NON-FEDERAL SHARE..... \$ 1,000,000 25%		
Fringe Benefits..... \$ 34,700		B. FEDERAL SHARE..... \$ 3,000,000 75%		
Travel..... \$ 10,900		<b>18. FEDERAL SHARE COMPUTATION:</b>		
Equipment..... \$ 750,000		A. TOTAL FEDERAL SHARE..... \$ 3,000,000		
Supplies..... \$ 12,000		B. UNOBLIGATED BALANCE FEDERAL SHARE..... \$ 0		
Contractual..... \$ 472,000		C. FED. SHARE AWARDED THIS BUDGET PERIOD...\$ 0		
Facilities/Construction..... \$ 0		<b>19. AMOUNT AWARDED THIS ACTION:</b>		\$ 3,000,000
Other..... \$ 1,186,200		<b>20. FEDERAL \$ AWARDED THIS PROJECT PERIOD:</b>		\$ 3,000,000
Direct Costs..... \$ 2,550,000		<b>21. AUTHORIZED TREATMENT OF PROGRAM INCOME:</b>		
Indirect Costs..... \$ 450,000		ADDITIONAL COSTS		
At % of \$		<b>22. APPLICANT EIN:</b> 610600439		
Total Approved Budget..... \$ 3,000,000		<b>23. PAYEE EIN:</b> 1610600439B5		<b>24. OBJECT CLASS:</b> 41.45


**25. FINANCIAL INFORMATION:**

DUNS: 927049767

ORGN	DOCUMENT NO.	APPROPRIATION	CAN NO.	NEW AMT.	UNOBLIG.	NONFED %
CMS	1A1330834A	75X0509	1-5991047	\$3,000,000		

**26. REMARKS: (Continued on separate sheets)**

See next page

<b>27. SIGNATURE - GRANTS OFFICER</b>  Mary Greer	<b>DATE:</b> MAY 25 2011	<b>28. SIGNATURE(S) CERTIFYING FUND AVAILABILITY</b> Signature Not Required
<b>29. SIGNATURE AND TITLE - PROGRAM OFFICIAL(S)</b> Mary Guy Signature Not Required		<b>DATE:</b>

Department of Health and Human Services  
Centers for Medicare and Medicaid Services  
Notice of Award (NOA)

SAI NUMBER:

PMS DOCUMENT NUMBER:  
1A1330834A

<b>1. AWARDING OFFICE:</b> Centers For Medicare & Medicaid Services		<b>2. ASSISTANCE TYPE:</b> Discretionary Grant	<b>3. AWARD NO.:</b> 1A1CMS330834-01-00	<b>4. AMEND. NO.</b> 0
<b>5. TYPE OF AWARD:</b> Other	<b>6. TYPE OF ACTION:</b> New		<b>7. AWARD AUTHORITY:</b> Patient Protection and Affordable Care .	
<b>8. BUDGET PERIOD:</b> 05/20/2011 THRU 05/19/2013		<b>9. PROJECT PERIOD:</b> 05/20/2011 THRU 05/19/2013		<b>10. CAT NO.:</b> 93.506
<b>11. RECIPIENT ORGANIZATION:</b> KY Cabinet for Health and Families				

**26. REMARKS (Continued from previous page)**

This award is authorized by Title VI, Subtitle B, Part III, Subtitle C, Section 6201 of the ACA. This award is subject to the HHS Grants Policy Statements and the Terms and Conditions attached to this award. Please see Award profile for additional information.

For CMS purposes only: Transmittal 221-1-734107

# AWARD PROFILE

## CMS NATIONAL BACKGROUND CHECK PROGRAM

<b>CMS GRANT NO.</b>	
<b>AWARDEE</b>	Kentucky of the Inspector General Cabinet for Health and Family Services
<b>TYPE OF GRANT</b>	Discretionary
<b>AUTHORITY</b>	Section 6201 of the Affordable Care Act
<b>AMOUNT OF AWARD*</b>	\$3,000,000.00*
<b>STATE MATCH**</b>	\$1,000,000.00**
<b>CMS GRANTS OFFICER</b>	Mary Beth Greene Centers for Medicare & Medicaid Services Office of Acquisitions and Grants Management Mail Stop: C2-21-15 7500 Security Blvd Baltimore, MD 21244 Email: <a href="mailto:mary.greene@cms.hhs.gov">mary.greene@cms.hhs.gov</a> Phone: 410-786-5239
<b>CMS PROJECT OFFICER</b>	L. Celestina Lang Centers for Medicare & Medicaid Services Center for Medicaid, CHIP, and Survey & Certification Survey & Certification Group Mail Stop: 02-02-38 7500 Security Blvd Baltimore, MD 21244-1850 Email: <a href="mailto:l.celestina.lang@cms.hhs.gov">l.celestina.lang@cms.hhs.gov</a> Phone: 410-786-4088
<b>CMS REGIONAL OFFICE COORDINATOR</b>	Stephanie Davis Region IV, Atlanta Email: <a href="mailto:Stephanie.davis@cms.hhs.gov">Stephanie.davis@cms.hhs.gov</a> Phone: 404-562-7471

Note: Official correspondence regarding the award should be submitted to the CMS Grants Officer. Copies of such material should also be sent to the CMS Project Officer and the CMS Regional Office Coordinator.

\*Funding available on an apportionment schedule to be determined and subject to change.

\*\*State match required as per Section 6201 of the Affordable Care Act of 2010.



## **CMS STANDARD TERMS AND CONDITIONS**

### **Terms of Award**

With the acceptance of a grant or cooperative agreement from CMS, the grantee has the responsibility to be aware of and comply with the terms and conditions of award.

Individual awards are based on the application submitted to, and as approved by, CMS and are subject to the terms and conditions incorporated either directly or by reference in the following:

- The grant program legislation and program regulation cited in the Notice of Grant Award.
- The restrictions on the expenditure of Federal funds in the appropriation acts, to the extent those restrictions are pertinent to the award.
- 45 CFR Part 74 and 45 CFR Part 92 as applicable.
- The Notice of Award including all terms and conditions (standard and special) cited on the document or attachments.
- DHHS Grants Policy Statement (at <http://www.hhs.gov/grantsnet>)

### **45 CFR Part 74 and 45 CFR Part 92 (Regulations Governing CMS Grants)**

Regulations found at Title 45, Code of Federal Regulations (CFR), Part 74 and Part 92, are the rules and requirements that govern the administration of Department of Health and Human Services (DHHS) grants.

Part 74 is applicable to all grantees except those covered by Part 92, which governs awards to state and local governments.

These regulations are a term and condition of award. Grantees must be aware of and comply with the regulations. (May be accessed by internet from DHHS at <http://www.hhs.gov/grantsnet>.)

## Cost Principles

Cost Principles of allowable and unallowable expenditures for CMS grantees are provided in the following documents:

- **Institutions of Higher Education:** OMB Circular A-21 ("Cost Principles for Educational Institutions")
- **State and Local Governments:** OMB Circular A-87 ("Cost Principles for State, Local, and Indian Tribal Governments")
- **Nonprofit Organizations:** OMB Circular A-122 ("Cost Principles for Non-Profit Organizations")
- **Appendix E Hospitals:** 45 CFR Part 74
- **For-profit Organizations:** 48 CFR (Federal Acquisition Regulations System), Subpart 31.2 (Contract Cost Principles and Procedures)

## Administrative Standards

In addition to the cost principles, OMB has established administrative standards and audit requirements for organizations receiving Federal assistance. These administrative standards are contained in the following documents:

- **State and Local Governments:** OMB Circular A-102 ("Grants and Cooperative Agreements with State and Local Governments")
- **Higher Education, Hospitals, and Other Nonprofit Organizations:** OMB Circular A-110 ("Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations")
- **Audits of States, Local Governments, and Nonprofit Organizations:** OMB Circular A-133
- **Copies of the Office of Management and Budget (OMB) Circulars are available on the Internet at:** <http://www.whitehouse.gov/OMB/circulars/>
- **Federal Acquisition Regulations (FAR) (48 CFR Part 31) are also available from the Internet at:** <http://www.arnet.gov/far/>

## Grant Payment

Payments under these awards are made available through the Payment Management System (PMS). PMS is administered by the Division of Payment Management

<http://www.dpm.psc.gov>. Grantees should contact PMS directly for instructions on how to obtain payments. Inquiries should be directed to:

Director, Division of Payment Management, OS/ASAM/PSC/FMS/DPM  
P.O. Box 6021  
Rockville, MD 20852  
Telephone: 1-877-614-5533

## **Reporting Requirements**

**Financial Reports** - The grantee agrees to submit federal financial reports (SF-425 to the CMS Grants Management Officer with a copy to the CMS Project Officer as stipulated in the special terms and conditions. Unless specified as quarterly or semi-annual in the Special Terms and Conditions, financial reports are due annually and at the end of the project. This federal financial report will account for all uses of grant monies during the previous period and project uses of grant money for the ensuing period. Quarterly and semi-annual reports are due 30 days after the end of the reporting period. Annual reports are due 90 days after the budget period ending date. Final SF-425 reports are due for all grants 90 days after the end of the project and encompass costs throughout the project as required in 45 CFR Part 74 and 92 and the HHS Grants Policy Statements.

**Grantees shall liquidate all obligations incurred under the award not later than 90 days after the end of the project period. IMPORTANT- The SF-425 (Federal Financial Report submitted to PMS) and (Federal Financial Report submitted to CMS) must equal before submitting final reports to CMS.**

**Progress Reports** – The grantee agrees to submit progress reports to the CMS Grants Management Officer with a copy to the CMS Project Officer as stipulated in the special terms and conditions. Unless specified as quarterly or semi-annual in the Special Terms and Conditions, progress reports are due annually. These reports are to be consistent with a format and content specified by CMS. CMS reserves the right to require the grantee to provide additional details and clarification on the content of the report. Quarterly and semi-annual reports are due 30 days after the end of the reporting period. Annual reports are due 90 days after the budget period ending date.

**Final Progress Report** - The final report is due within 90 days after the project period date of the last year of the grant. A draft final report should be submitted to the CMS Project Officer for comments. CMS's comments should be taken into consideration by the grantee for incorporation into the final report.

The final progress report may not be released or published without permission from the CMS Project Officer within the first four (4) months following the receipt of the report by the CMS Project Officer.

The final report will contain a disclaimer that the opinions expressed are those of the grantee and do not necessarily reflect the opinion of CMS.



Failure to submit reports (i.e., financial, progress, or other required reports) on time may be basis for withholding financial assistance payments, suspension, termination or denial of refunding. A history of such unsatisfactory performance may result in designation of "high risk" status for the grantee organization and may jeopardize potential future funding from DHHS.

### **Use of Federal Funding**

When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, all grantees receiving Federal funds, including but not limited to State and local governments and recipients of Federal research grants shall clearly state (1) the percentage of total costs of the program or project which will be financed with Federal money, (2) the dollar amount of Federal funds for the program or project, and (3) the percentage and dollar amount of the total costs of the program or project that will be financed by nongovernment sources.

### **Project and Data Integrity**

The grantee shall protect the confidentiality of all project-related information that identifies individuals.

The grantee shall assume responsibility for the accuracy and completeness of the information contained in all technical documents and reports submitted. The CMS Project Officer shall not direct the interpretation of the data used in preparing these documents or reports.

At any phase in the project, including the project's conclusion, the grantee, if so requested by the Project Officer, must deliver to CMS materials, systems, or other items used, developed, refined or enhanced in the course of or under the award. The grantee agrees that CMS shall have royalty-free, nonexclusive and irrevocable rights to reproduce, publish, or otherwise use and authorize others to use the items for Federal government purposes.

### **Use of Data and Work Products**

At any phase of the project, including the project's conclusion, the grantee, if so requested by the CMS Project Officer, shall submit copies of analytic data file(s) with appropriate documentation, representing the data developed/used in end-product analyses generated under the award. The analytic file(s) may include primary data collected, acquired or generated under the award and/or data furnished by CMS. The content, format, documentation, and schedule for production of the data file(s) will be agreed upon by the Principal Investigator and the CMS Project Officer. The negotiated format(s) could include both file(s) that would be limited to CMS's internal use and file(s) that CMS could make available to the general public.

All data provided by CMS will be used for the research described in this grant only. The grantee will return any data provided by CMS or copies of data at the conclusion of the project.

For six (6) months after completion of the project, the grantee shall notify the CMS Project Officer prior to formal presentation of any report or statistical or analytical material based on information obtained through this award. Formal presentation includes papers, articles, professional publication, speeches, and testimony. In the course of this research, whenever the Principal Investigator determines that a significant new finding has been developed, he/she will communicate it to the CMS Project Officer before formal dissemination to the general public.

### **Major Alteration and Renovation Costs**

Approved alteration/repair/renovation projects with a net project cost (excluding equipment) greater than \$500,000 require the grantee to:

- File a Notice of Federal Interest (NFI) with the appropriate jurisdictional records, and
- Submit a notarized and recorded copy of the NFI to the Grants Management Specialist

### **Audit Requirements**

Audit requirements for Federal award recipients are defined in OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations.

An organization is required to have a non-Federal audit if, during its fiscal year, it expended a total of \$500,000 (\$300,000 for fiscal years ending before December 31, 2003) or more in Federal awards. Federal awards are defined in OMB Circular A-133 to include Federal financial assistance and Federal cost reimbursement contracts received both directly from a Federal awarding agency as well as indirectly from a pass-through entity.

45 CFR 74.26(d) discusses the requirements and available non-Federal audit options for Department of Health and Human Service awards. Two audit options are available to commercial organizations. One option is a financial related audit as defined in the Government Auditing Standards, GPO stock #020-000-00-265-4 (commonly known as the Yellow Book) of all DHHS awards; the second option is an audit that meets the requirements of OMB Circular A-133.

Commercial organizations that receive annual DHHS awards totaling less than the OMB Circular A-133's audit requirement threshold are exempt from a non-Federal audit for that year, but must make records available for audit or review as requested by CMS or other designated officials.

OMB Circular A-133 now requires that all auditees submit a completed data collection form (SF-SAC) in addition to the audit report. For questions and information concerning the submission process, please visit <http://harvester.census.gov/sac/> or you may call the Federal Audit Clearinghouse (888-222-9907).

Audit reports for both CMS and other HHS awards with fiscal periods ending on or after January 1, 2008 shall be submitted online via <http://harvester.census.gov/sac/>. Audit reports with fiscal periods ending in 2002 – 2007 must be mailed to the address shown below:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 E. 10th Street  
Jeffersonville, IN 47132

### **Fraud and Abuse**

The HHS Office of the Inspector General (OIG) maintains a toll-free number (1-800-HHS-TIPS [1-800-447-8477]) for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. Information also may be submitted by e-mail to [hhstips@oig.hhs.gov](mailto:hhstips@oig.hhs.gov) or by mail to Office of the Inspector General, Department of Health and Human Services, Attn: HOTLINE, 330 Independence Ave., SW, Washington DC 20201. Such reports are treated as sensitive material and submitters may decline to give their names if they choose to remain anonymous.

### **Certification of Filing and Payment of Federal Taxes**

As required by the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriation Act, 2008 (Public Law 110-161, Division G, Title V, section 523), as a financial assistance recipient entering into a grant or cooperative agreement, the grantee certifies that:

(1) All Federal tax returns have been filed during the three years preceding this certification;

**AND**

(2) There has been no conviction of a criminal offense pursuant to the Internal Revenue Code of 1986 (U.S. Code – Title 26, Internal Revenue Code);

**AND**

(3) Not more than 90 days prior to this certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

## **Trafficking In Persons**

### **a. Provisions applicable to a recipient that is a private entity.**

1. You as the recipient, your employees, sub-recipients under this award, and sub-recipients' employees may not—
  - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
  - ii. Procure a commercial sex act during the period of time that the award is in effect; or
  - iii. Use forced labor in the performance of the award or sub-awards under the award.
2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a sub-recipient that is a private entity –
  - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
  - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
    - A. Associated with performance under this award; or
    - B. Imputed to you or the sub-recipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement),” as implemented by our agency at 2 CFR part 376.

### **b. Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a sub-recipient that is a private entity—**

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or

2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—

- i. Associated with performance under this award; or
- ii. Imputed to the sub-recipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement),” as implemented by our agency at 2 CFR part 376

**c. Provisions applicable to any recipient.**

- 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term
- 2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
  - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
  - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
- 3. You must include the requirements of paragraph a.1 of this award term in any sub-award you make to a private entity.

**d. Definitions.** For purposes of this award term:

- 1. “Employee” means either:
  - i. An individual employed by you or a sub-recipient who is engaged in the performance of the project or program under this award; or
  - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
3. "Private entity":
  - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
  - ii. Includes:
    - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
    - B. A for-profit organization.
4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102)

#### **Federal Financial Accountability and Transparency Act (FFATA) Subaward and Executive Compensation Reporting Requirement**

This award may be subject to the Federal Financial Accountability and Transparency Act (FFATA) subaward and executive compensation reporting requirements of 2 CFR Part 170. (see attached).

#### **Requirements for CCR and DUNS**

- a. Requirements for CCR  
Unless your entity is exempt from this requirement under 2 CFR 25.110, it is incumbent upon you, as the recipient, to maintain the accuracy/currency of your information in the CCR until the end of the project. Additionally, this term requires your entity to review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.
- b. Requirements for DUNS numbers:  
If you are authorized to make subawards under this award, you:

- **Must notify potential subrecipients that no entity may receive a subaward from you unless the entity has provided its DUNS number to you.**
- **May not make a subaward to an entity unless the entity has provided its DUNS number to you.**

## **SPECIAL TERMS AND CONDITIONS:**

### **Nationwide Program for National and State Background Checks on Direct Patient Access Employees of Long Term Care Facilities or Providers**

#### **GENERAL OBLIGATIONS**

##### **1. Adhere to Requirements Outlined in Grant Program Solicitation**

All relevant project requirements outlined in the Announcement for the *Nationwide Program for National and State Background Checks on Direct Patient Access Employees of Long Term Care Facilities or Providers* (dated June 2010) and associated documents apply to this award.

##### **2. State Authority Adheres to Program Requirements**

The grantee's authority under state law must fully meet all provisions of section 6201 of the Patient Protection and Affordable Care Act of 2010 (the "Affordable Care Act") (Pub. L. 111-148). If the state requires additional authority to meet the statutory requirements of section 6201 of the Affordable Care Act, the grantee must take steps to ensure that any necessary legislative amendments are drafted, introduced and enacted, or regulation implemented, to gain the authority to fully implement the project by September 30, 2012. The grantee must regularly demonstrate any updates in the strategy, stakeholder or committee chairperson's commitment and a timetable for the revised legislation or regulations. **Should the State's efforts to gain the necessary authority be unsuccessful (for whatever reason), CMS may require a phase-down of the Federal funding for that grantee.**

##### **3. Collaborate with the CMS Technical Assistance Provider**

The grantee agrees to utilize the CMS Technical Assistance (TA) provider during the design and implementation phases of its project. Such utilization may include training, material review, on-site technical assistance visits, or other activities to support the grantee's capacity to fully realize its project. The grantee agrees to cooperate with the CMS TA provider and other grantees to foster state-to-state transfer of knowledge. The grantee specifically agrees to (a) develop and implement a Technical Assistance Plan with the CMS TA provider, (b) as directed by CMS, post grant-funded work products on the CMS TA provider's web site, and (c) meaningfully participate in technical assistance including teleconferences and CMS National Background Check Program conferences.

##### **4. Cooperate with Federal Research Efforts**

The grantee agrees to fully cooperate with Federal research efforts and with the United States Department of Health and Human Services Office of Inspector General's (OIG) evaluation of the program, which may include the participation in surveys, interviews and other data collection activities. The grantee agrees to cooperate with the OIG's evaluation through March 2013 as per the solicitation.

#### **REPORTING REQUIREMENTS**

##### **5. Monthly Telephone Contact**



The Grantee agrees to participate, every month, in a telephone call(s) with the CMS Project Officer (PO) and others as invited by the PO. The grantee will be prepared to discuss the general status of activities, any goal revisions, activities with partners, interaction with other participating grantees, any outcomes/successes, legislative issues, any significant challenges and their effect on the project timeline, approaches to recommend to other grantees, personnel changes, budgetary changes, problems with CMS grant reimbursement processes, technical assistance received, and any assistance needed from CMS.

#### **6. Operational Protocol**

The grantee agrees to develop and submit an operational protocol that describes in detail the policies and procedures the State will follow during the program period. The operational protocol should detail the responsibilities of the providers included in the program as well as those of the State government personnel and any additional responsible parties (e.g., contractors) involved in the program. Those who receive grant awards will be provided further detail as to the expected contents of the operational protocol prior to or during the first grantee meeting.

#### **7. Content of Quarterly and Semi-Annual Reports**

The grantee agrees to fully cooperate with any Federal evaluation of the program and provide quarterly and semi-annually any required program progress and financial reports, in a format, and containing content specified by CMS (including the SF-425, Federal Financial Report forms, that will be due on a quarterly basis, 30 days after the end of each quarter). These reports will be designed to outline how grant funds were used and to describe program progress, as well as barriers and measurable outcomes. The grantee will submit its quarterly and semi-annual reports to the CMS Project Officer for approval. CMS will provide a format for reporting. (Note: The semi-annual report will also serve as the quarterly report for that calendar quarter.)

#### **8. Content of Annual Reports**

The grantee agrees to include a synthesis of project activities for that year and a preliminary analysis of the effectiveness/success of the grant activities in the annual report. The annual reports shall be due on dates specified by CMS, in the format specified by CMS, and containing content specified by CMS. The grantee agrees to include any of the following in the annual report: collaboration activities, progress of any in-state grant activities underway (e.g., pending legislation), project barriers encountered by the grantee, project successes, a discussion of the grantee's use of grant funds, and any other specific reporting or data elements. The grantee will submit its annual reports to the CMS Project Officer for approval as per the solicitation.

#### **9. Content of Final Report**

The grantee agrees to use the instructions entitled "Author's Guidelines for Grants and Contracts Final Reports" which can be found at the following web site: [https://www.cms.gov/ResearchDemoGrantsOpt/05\\_Authors\\_Guidelines\\_for\\_Grants\\_and\\_Contracts.asp](https://www.cms.gov/ResearchDemoGrantsOpt/05_Authors_Guidelines_for_Grants_and_Contracts.asp). The documentation described above includes guidelines for preparation

of a final report manuscript that meets the CMS standards for publications. The grantee also agrees to include the following in the final report:

- Description of grant activities;
- Analysis of the effectiveness/success of the grant;
- Description of background check activities that will be continued after the grant specific activities have ceased;
- Description of how grant-funded activities were coordinated or integrated with other long-term care programs (e.g., nurse aide training, abuse prevention training, workforce development, caregiver registry initiatives, etc.) within the state; and
- Other specific reporting or data elements required as part of this document.

#### **10. CMS Right to Corrective Action**

CMS reserves the right to take corrective action against a grantee due to failure to submit semi-annual reports, annual reports, and other deliverables by designated due dates. Failure to comply with the required terms and conditions of this award may result in corrective action by imposing additional terms and conditions (e.g., increasing the frequency of status update teleconferences, increasing in frequency of reporting, as well as other actions).

#### **11. Outcome Measures**

The grantee agrees to work with CMS and specified contractors to develop and report measurable outcomes and products of the project, as determined and approved by CMS.

#### **12. Indirect Cost Rate**

If indirect costs are included in the budget, a copy of the approved Indirect Cost Rate Agreement should have previously been submitted with the application. If a grantee has not submitted with its proposal a copy of the approved Indirect Cost Rate Agreement, then it must do so at the time of grant award.

#### **13. Avoiding Duplicative Grant Activities**

To the extent that the grantee has existing Federal grants, the grantee agrees to assure that activities funded under this grant are not duplicative of previously funded activities. The Grantee agrees to submit a detailed plan for how the proposed activities will build upon other grant activities. In addition, the grantee assures that it will not use grant funds to supplant existing funds as per the solicitation.

#### **10. Budget Revisions After Grant Award**

Although grantees may move up to 10% of their budget among line items without prior approval of CMS, the grantee agrees to provide the CMS Project Officer with information about any revisions. The grantee also agrees to discuss budgetary changes and obtain approval from the CMS Project Officer before the revision can occur.

#### **11. Incremental Funding**

Federal funding can be incremental, if portions of State funds are acquired incrementally.